

AMENDMENT NO. 2 TO EQUIPMENT LEASE

RECORDATION NO. 7073-14 Filed & Recorded

AUG 29 1975-8 50 AM

INTERSTATE COMMERCE COMMISSION

This Amendment No. 2 dated as of July 1, 1975, to that certain Equipment Lease dated as of June 1, 1973, as amended ("Equipment Lease"), between Continental Illinois National Bank and Trust Company of Chicago, a national banking association, not in its individual capacity but solely as Trustee under that certain Trust Agreement dated as of January 31, 1973 (the "Lessor") and National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act, as amended, and the laws of the District of Columbia (the "Lessee");

WHEREAS, the Lessor and the Lessee desire to amend the Equipment Lease in the respects hereinafter set forth.

NOW THEREFORE, the Lessor and the Lessee, in consideration of the premises, do hereby agree as follows:

1. Section 21.1 of the Equipment Lease is hereby amended by deleting the fourth sentence thereof and substituting therefor the following:

"It is agreed that the standard all-risk policy shall provide coverage of at least \$5,500,000 and may provide for a deductible of not more than \$500,000, with respect to any one loss, (provided, however, that such policy may provide for a deductible of not more than \$1,000,000 with respect to any one loss, if such policy shall provide for coverage of at least \$10,000,000), and that the public liability policy shall provide coverage of at least \$50,000,000, and may provide for a deductible of not more than \$2,000,000, with respect to any one loss."

2. Except as amended hereby, all of the terms and provisions of the Equipment Lease shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, each of which so executed shall be deemed an original and in each case such counterparts shall constitute but one and the same instrument. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Equipment Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By _____
Second Vice President

Lessor

(Corporate seal)

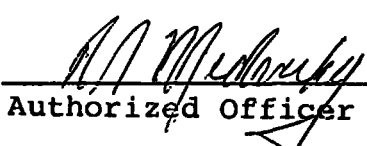
Attest:
_____
Trust Officer

NATIONAL RAILROAD PASSENGER CORPORATION.

By _____
Treasurer

Lessee

(Corporate seal)

Attest:
_____
Authorized Officer

APPROVAL BY FEDERAL RAILROAD ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America does hereby approve the execution and delivery of the foregoing Amendment No. 2 dated as of July 1, 1975, to the Equipment Lease dated as of June 1, 1973.

FEDERAL RAILROAD ADMINISTRATOR

BY Joseph H. Hall
Federal Railroad Administrator

State of Illinois)
) SS
COUNTY OF COOK)

On this 7th day of August, 1975, before me personally appeared M.J. Kruger, to me personally known, who being duly sworn, says that he is a Second Vice President of Continental Illinois National Bank and Trust Company of Chicago, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

T. K. Kehoe
Notary Public

T. K. KEHOE

(Seal)

My Commission expires: NOVEMBER 16, 1977

City of Washington)
) SS
District of Columbia)

On this 17th day of July, 1975, before me personally appeared Wm B. Burger, to me personally known, who being by me duly sworn, says that he is the Treasurer of National Railroad Passenger Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Squallace
Notary Public


(Seal)

My Commission expires:

My Commission Expires August 31, 1978

City of Washington)
) SS
District of Columbia)

On this *28th* day of *August*, 1975, before me personally appeared Asaph H. Hall, to me personally known, who being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.



Notary Public

(Seal)

My Commission expires: My Commission Expires April 30, 1977